

PROPOSED FORMS OF ORDER

Attorney for Petitioner

Attorney for Respondent

SUPERIOR COURT OF THE STATE OF ARIZONA
FOR THE COUNTY OF MARICOPA

In Re the Marriage of:)	CASE NO.:
)	
Petitioner:)	STIPULATION AND ORDER FOR
)	APPOINTMENT AND PAYMENT
and)	OF EXPERT FOR
)	EMERGENCY CASE
)	STABILIZATION
Respondent:)	
)	
_____)	

**ORDER APPOINTING
EMERGENCY CASE STABILIZATION CLINICIAN**

IT IS ORDERED *appointing [Emergency Case Stabilization Clinician’s name, phone # and address]* to conduct an Emergency Case Stabilization of the above named family and their respective children for the next 45 days.

It is understood that *Emergency Case Stabilization (ECS) is an intervention aimed at stabilizing potentially dangerous circumstances and making referrals for acute treatment. The clinician shall evaluate the family on an emergent basis and make recommendations to the court within 45 days regarding the care and safety of the children, further evaluation, necessary treatment and other recommendations relevant to the best interests of the children. Referrals for additional evaluation, treatment or intervention with different court appointed experts shall be considered by the court.*

The parties and their children are to be seen in the office of the expert within 72 hours. A fact-based report with recommendations regarding child custody and access for the parents and minor child/children as well as recommendations for further assessment, treatment and intervention is ordered completed within 45 days. Upon receipt of the report, the expert is relieved of his or her duty to the case, and alternate experts will be subsequently appointed within 48 hours, as needed.

Counsel for the parties, or parties if pro per, shall make the initial contact with the examiner through joint conference or conference call within 24 hours of receipt of this order and thereafter shall arrange for the appointments for the persons to be examined.

The initial conference with the expert shall be used to summarize the issues present in the case and to allow the expert to request information he or she believes would be pertinent. The acceptance of this appointment by the evaluator indicates a capability of completing a written report by < date > and the ability to appear in court on the stated issue. If the expert appointed cannot comply with the time parameters stated, he or she shall notify counsel or the court immediately upon receipt of this minute entry.

THE AUTHORITY OF THE EMERGENCY CASE STABILIZATION CLINICIAN

The Emergency Case Stabilization Clinician shall have the following rights and authority with regard to the minor children and family members:

The Emergency Case Stabilization Clinician shall serve as an expert for the court in order to provide data and opinions relevant to the care of, custody of and access to the minor children in this case pursuant to applicable Arizona Statutes and case law. The Emergency Case Stabilization Clinician shall have the authority to assess, intervene, educate and refer for treatment as deemed necessary by the expert.

The Emergency Case Stabilization Clinician shall have: (a) Reasonable access to the children and family members with 24-hour notice and (b) Reasonable access to all treating clinicians, medical doctors, educators, day care providers, and health care professionals with 24-hour notice. The parties shall immediately comply with any requests by the Expert for documentation or further evaluation such as random drug testing through TASC, substance use assessment by a licensed medical doctor, or any other form of assessment unless otherwise instructed via court order.

The Emergency Case Stabilization Clinician has the right to determine, in his or her professional opinion, the information that he or she deems significant and relevant to the legal matter and the procedures necessary to obtain that information.

The Emergency Case Stabilization Clinician is permitted to consult with or exchange information with professionals and other collateral informants he or she deems appropriate in conducting this case stabilization and preparing the report.

In addition, the Emergency Case Stabilization Clinician shall be *promptly* provided all records, reports, and documents requested and shall receive the cooperation of all parties and counsel involved to ensure that the report is submitted on the date requested. This Stipulation shall act as a release by the parties of all information requested by the Emergency Case Stabilization Clinician and shall further obligate the parties for any costs associated with the production of

those records to the Emergency Case Stabilization Clinician. Any such costs shall be paid promptly and by the party/parties as outlined in this order.

The Emergency Case Stabilization Clinician may request that the parties and/or children participate in adjunct services, to be provided by third parties, including but not limited to physical or psychological examinations, assessment, psychotherapy, co-parenting work, or alcohol and drug monitoring/testing. The Court shall allocate between the parties the cost of any adjunct service.

The Emergency Case Stabilization Clinician may communicate ex-parte with the Court regarding procedural issues. The Court may order additional rules applicable to the Emergency Case Stabilization Clinician from time to time.

The Emergency Case Stabilization Clinician may seek guidance from the Court in order to achieve clarity with regard to the procedural aspects of the intervention should disputes arise. If the litigant[s] is/are Pro Per, the Emergency Case Stabilization Clinician may communicate with the judge regarding how to proceed.

The attorneys may not engage in ex-parte communications regarding substantive issues with the Emergency Case Stabilization Clinician but rather communications shall be conducted personally or through joint conference calls, unless otherwise determined by the court. Procedural issues and scheduling may be discussed at the discretion of the Emergency Case Stabilization Clinician. The Emergency Case Stabilization Clinician may choose to communicate with counsel about procedural issues and may refrain from discussing material originating in the sessions at his/her discretion.

Although the Emergency Case Stabilization Clinician will espouse collegial inter-professional relations with counsel, the Emergency Case Stabilization Clinician does not have to report to the attorneys and any threats or intimidation by counsel or the parties toward the interventionist shall be promptly reported to the court.

No other clinicians (therapists, psychologists, social workers) are to work on this case during the course of the evaluation without the consent or authorization of the Emergency Case Stabilization Clinician, unless otherwise authorized by court order.

All information gathered for the pending legal proceeding is restricted for use by the Family Court, neither the parties nor their representatives (to include friends and family members) may disseminate the report, testimony or transcripts to any other source without a court order authorizing release of information.

INFORMATION AND RECORDS

The Emergency Case Stabilization Clinician shall be provided copies of all minute entries, orders and pleadings filed in this case.

The Emergency Case Stabilization Clinician shall also have access to:

- [i] All therapists of the children and parties;
- [ii] All school and medical records of the children and parties;
- [iii] Any and all psychological testing or evaluations performed on the children or the parties (if the Emergency Case Stabilization Clinician is qualified in test interpretation);
- [iv] Any and all teachers/child care providers for the children.
- [v] Any and all additional records the Emergency Case Stabilization Clinician deems necessary and relevant to the evaluation.

At the request of the Emergency Case Stabilization Clinician, each party shall execute any and all releases or consents necessary so as to authorize the Emergency Case Stabilization Clinician's access to the information contemplated herein above.

The Emergency Case Stabilization Clinician may seek information and records that are the result of a privileged relationship. The Emergency Case Stabilization Clinician shall request only the records and information that are necessary and pertinent to further the purpose of this case stabilization. The possessor of the records and information will release relevant information in an effort to retain the integrity of the privileged relationship, yet cooperate with the written requests of the Emergency Case Stabilization Clinician for this case stabilization.

APPEARANCES

Each party reserves the right to call the Emergency Case Stabilization Clinician as a witness. If only one party believes that the Emergency Case Stabilization Clinician's testimony is necessary in addition to her written report, that party shall be responsible for 100% of the costs incurred in connection with the Emergency Case Stabilization Clinician testifying during the hearing. Fees for testimony shall be paid to the clinician a minimum of 14 days prior to testimony.

The Emergency Case Stabilization Clinician may appear and may be available to testify at any court hearing upon reasonable notice to the Emergency Case Stabilization Clinician, the Court, and the opposing party, regarding any issue addressed by the Emergency Case Stabilization Clinician.

The parties' attorneys are responsible for notifying the Emergency Case Stabilization Clinician of any changes the attorneys make in the originally scheduled hearing date. If, due to extenuating circumstances, the clinician is unable to provide a written report prior to the scheduled hearing, the clinician will notify the attorneys and the court, specifying when the report shall be completed.

If transcripts, tape recordings or videotapes have been made of any portions of the Emergency Case Stabilization Clinician's proceedings, they shall be submitted to the Court. There will be no videotaping or audiotaping of the Emergency Case Stabilization Clinician, the child or the parties without the written consent of the Emergency Case Stabilization Clinician, or via order of the Court.

FEES

Each party shall be responsible for paying one-half of the fees charged by the examiner, unless otherwise specified by order of the Court. Fees shall be payable at the time of the first appointment or as directed by the Emergency Case Stabilization Clinician. In the event any person (including the child/children) fails to appear at the time of the appointment, the Emergency Case Stabilization Clinician will determine which party is responsible for the missed appointment. The party responsible for the missed appointment shall be obligated to pay for the missed appointment in the event a charge is made for such missed appointment.

If the Emergency Case Stabilization Clinician's fee policies include the payment of a retainer, said retainer should be paid by responsible party/parties as determined by the fee pay structure outlined within this order, prior to the first appointment. Payment thereafter should be made in accordance with the Emergency Case Stabilization Clinician's fee procedures. If at any point a party has not abided by the Emergency Case Stabilization Clinician's payment procedures, the Emergency Case Stabilization Clinician may contact the Court and request that the non-paying party be directed to pay in order to continue the evaluation in a timely fashion.

If the Emergency Case Stabilization Clinician determines that one of the parties is using his/her services unnecessarily and is thereby causing greater expense for the other party as a result thereof, the Emergency Case Stabilization Clinician may recommend to the Court a different allocation for payment of fees.

All out-of-pocket expenses, administrative fees, paralegal fees, typing, messenger services, etc., shall be charged back to the party or parties responsible for the payment of the evaluation fees.

Payment of all fees to the Emergency Case Stabilization Clinician may be requested by the clinician in full prior to completion of the report, if there is any cause for concern regarding non-payment of fees in this case.

IMMUNITY

The Emergency Case Stabilization Clinician shall act in the capacity of a special master in his/her capacity pursuant to this Order, and as such, the Emergency Case Stabilization Clinician is cloaked with applicable judicial immunity consistent with Arizona case law applicable to quasi-judicial officers of the Court as to all actions undertaken pursuant to the Court appointment and this Order. Any alleged impropriety or unethical conduct by the Emergency Case Stabilization Clinician shall be brought to the attention of the Court in writing, prior to the submission of such complaints to any administrative bodies. Professional conduct within the scope of this court order shall not be deemed unprofessional conduct by the court or any administrative body.

The parties agree that they shall indemnify and hold the Emergency Case Stabilization Clinician, adjunct consultants, and the staff of the Emergency Case Stabilization Clinician's office harmless from any claims, demands, causes of action, damages of loss or any kind whatsoever resulting from procedures, testing, conclusions, recommendations, reports, or testimony in connection with this family law matter.

CONFIDENTIALITY

There is **no confidentiality** relating to the parties' communications with/to the Emergency Case Stabilization Clinician or concerning the Emergency Case Stabilization Clinician's activities, treatment, referrals, data collection or recommendations. This court order constitutes a complete waiver of doctor-patient privilege, as the Emergency Case Stabilization Clinician is appointed as the court's expert. Additional rules applicable to the Emergency Case Stabilization Clinician may be ordered by the Court from time to time.

THE REPORT OF THE EMERGENCY CASE STABILIZATION

The report of the Emergency Case Stabilization Clinician may be received in evidence without the necessity of any foundation and without the objection to hearsay statements contained therein or any other objection. It is agreed that the report shall be delivered to the Court and counsel, unless the Emergency Case Stabilization Clinician asserts extraordinary extenuating circumstances, including but not limited to imminent life threat or the potential for serious harm to a person related to the case. In that instance, the Court shall make a ruling regarding dissemination.

ROLE OF THE PARTIES

The parties shall be responsible for the following:

1. Presenting on time as requested to all appointments;
2. Following any behavioral expectations outlined in the court order;

3. Following the behavioral expectations outlined by the Emergency Case Stabilization Clinician during the course of the work;
4. Providing all requested data in a timely manner;
5. Providing the Emergency Case Stabilization Clinician with any legal, medical, scholastic and psychological records relevant to the case, upon the request of the Emergency Case Stabilization Clinician.

The parties shall keep the Emergency Case Stabilization Clinician advised of their and the child(ren)'s addresses, telephone numbers for home, work and school, mailing address if different than the living address, as well as any other pertinent information. This information shall be immediately communicated in writing to the Emergency Case Stabilization Clinician.

IT IS FURTHER ORDERED that by the signing of this minute entry, it shall become a formal Order of this Court without further notice to the parties, pursuant to Rule 54, Arizona Rules of Civil Procedure.

Date

Judge of the Superior Court

ORDER APPOINTING A DISPUTE ASSESSMENT EVALUATOR¹

IT IS ORDERED *appointing [Dispute Assessment Evaluator's name, phone # and address]* to perform a dispute assessment regarding child custody and access for the parents and minor child/children and to make written recommendations to this Court.

Counsel for the parties, or parties if pro per, shall make the initial contact with the examiner through joint conference or conference call within 10 days of receipt of this order and thereafter shall arrange for the appointments for the persons to be examined.

The initial conference with the expert shall be used to summarize the issues present in the case and to allow the expert to request information he or she believes would be pertinent. The acceptance of this appointment by the evaluator indicates a capability of completing a written report by < *date* > and the ability to appear in court on the stated issue. If the expert appointed cannot comply with the time parameters stated, he or she shall notify counsel or the court immediately upon receipt of this minute entry.

The parties are to comply fully with this court order and present as requested on time for the evaluation process. The parties shall comply with all requests made by the evaluator. All data provided by the parties directly to the evaluator shall be copied to the other party, or to the legal representative of that party.

¹ Adapted from the work of the Honorable Michael D. Jones, Judge of the Superior Court of Arizona, Maricopa County.

THE AUTHORITY OF THE DISPUTE ASSESSMENT EVALUATOR

The Dispute Assessment Evaluator shall have the following rights and authority with regard to the minor children and family members:

The Dispute Assessment Evaluator shall serve as an expert for the court in order to provide data and opinions relevant to the care of, custody of and access to the minor children in this case pursuant to applicable Arizona Statutes and case law. The Dispute Assessment Evaluator shall have the authority to collect data and form opinions relevant to statutory issues. The expert shall conduct any and all assessment needed in order to provide an ultimate opinion as to child custody and access in this case. Collection and integration of information as well as referral for adjunct services shall be at the sole discretion of the expert. The Dispute Assessment Evaluator may request that the parties and/or children participate in adjunct services, to be provided by third parties, including but not limited to physical or psychological examinations, assessment, psychotherapy, co-parenting work, or alcohol and drug monitoring/testing. The Court shall allocate between the parties the cost of any adjunct service.

The Dispute Assessment Evaluator shall be *promptly* provided all records, reports, and documents requested and shall receive the cooperation of all parties and counsel involved to ensure that the report is submitted on the date requested. This Stipulation shall act as a release by the parties of all information requested by the Dispute Assessment Evaluator and shall further obligate the parties for any costs associated with the production of those records to the Dispute Assessment Evaluator. Any such costs shall be paid promptly and by the party/parties as outlined in this order.

The Dispute Assessment Evaluator may communicate ex-parte with the Court regarding procedural issues. The Court may order additional rules applicable to the Dispute Assessment Evaluator from time to time. The Dispute Assessment Evaluator may seek guidance from the Court in order to achieve clarity with regard to the procedural aspects of the intervention should disputes arise. If the litigant[s] is/are Pro Per, the Dispute Assessment Evaluator may communicate with the judge regarding how to proceed.

The attorneys may not engage in ex-parte communications regarding substantive issues with the Dispute Assessment Evaluator but rather communications shall be conducted personally or through conference calls, unless otherwise determined by the court. Procedural issues and scheduling may be discussed at the discretion of the Dispute Assessment Evaluator. The Dispute Assessment Evaluator may choose to communicate with counsel about procedural issues and may refrain from discussing material originating in the intervention sessions at his/her discretion.

Although the Dispute Assessment Evaluator will espouse collegial inter-professional relations with counsel, the Dispute Assessment Evaluator does not have to report to the attorneys and any threats

or intimidation by counsel or the parties toward the interventionist shall be promptly reported to the court.

No other clinicians (therapists, psychologists, social workers) are to work on this case during the course of the evaluation without the consent or authorization of the Dispute Assessment Evaluator, unless otherwise authorized by court order.

All information gathered for the pending legal proceeding is restricted for use by the Family Court, neither the parties nor their representatives (to include friends and family members) may disseminate the report, testimony or transcripts to any other source without a court order authorizing release of information.

IMMUNITY

The Dispute Assessment Evaluator shall act in the capacity of a special master in his/her capacity pursuant to this Order, and as such, the Dispute Assessment Evaluator is cloaked with applicable judicial immunity consistent with Arizona case law applicable to quasi-judicial officers of the Court as to all actions undertaken pursuant to the Court appointment and this Order. Any alleged impropriety or unethical conduct by the Dispute Assessment Evaluator shall be brought to the attention of the Court in writing, prior to the submission of such complaints to any administrative bodies. Professional conduct within the scope of this court order shall not be deemed unprofessional conduct by the court or any administrative body.

INFORMATION AND RECORDS

The Dispute Assessment Evaluator shall be provided copies of all minute entries, orders and pleadings filed in this case.

The Dispute Assessment Evaluator shall also have access to:

- [i] All therapists of the children and parties;
- [ii] All school and medical records of the children and parties;
- [iii] Any and all psychological testing or evaluations performed on the children or the parties (if the Dispute Assessment Evaluator is qualified in test interpretation);
- [iv] Any and all teachers/child care providers for the children.
- [v] Any and all additional records the Dispute Assessment Evaluator deems necessary and relevant to the evaluation.

At the request of the Dispute Assessment Evaluator, each party shall execute any and all releases or consents necessary so as to authorize the Dispute Assessment Evaluator's access to the information contemplated herein above.

The Dispute Assessment Evaluator may seek information and records that are the result of a privileged relationship. The Dispute Assessment Evaluator shall request only the records and information that are necessary and pertinent to further the purpose of this case stabilization. The possessor of the records and information will release relevant information in an effort to retain the integrity of the privileged relationship, yet cooperate with the needs of the Dispute Assessment Evaluator for this evaluation.

APPEARANCES

Each party reserves the right to call the Dispute Assessment Evaluator as a witness. If only one party believes that the Dispute Assessment Evaluator's testimony is necessary in addition to her written report, that party shall be responsible for 100% of the costs incurred in connection with the Dispute Assessment Evaluator testifying during the hearing.

The Dispute Assessment Evaluator may appear and may be available to testify at any court hearing upon reasonable notice to the Dispute Assessment Evaluator, the Court, and the opposing party, regarding any issue addressed by the Dispute Assessment Evaluator.

The parties' attorneys are responsible for notifying the evaluator of any changes the attorneys make in the originally scheduled hearing date. If, due to extenuating circumstances, the clinician is unable to provide a written report prior to the scheduled hearing, the clinician will notify the attorneys and the court, specifying when the report shall be completed.

If transcripts, tape recordings or videotapes have been made of any portions of the Dispute Assessment Evaluator's proceedings, they shall be submitted to the Court. There will be no videotaping or audiotaping of the Dispute Assessment Evaluator, the child or the parties without the written consent of the Dispute Assessment Evaluator.

FEES

Each party shall be responsible for paying one-half of the fees charged by the examiner, unless otherwise specified by order of the Court. Fees shall be payable at the time of the first appointment or as directed by the Dispute Assessment Evaluator. In the event any person (including the child/children) fails to appear at the time of the appointment, the Dispute Assessment Evaluator will determine which party is responsible for the missed appointment. The party responsible for the missed appointment shall be obligated to pay for the missed appointment in the event a charge is made for such missed appointment.

If the Dispute Assessment Evaluator's fee policies include the payment of a retainer, said retainer should be paid by responsible party/parties as determined by the fee pay structure outlined within this order, prior to the first appointment. Payment thereafter should be made in accordance with the Dispute Assessment Evaluator's fee procedures. If at any point a party has not abided by the Dispute Assessment Evaluator's payment procedures, the Dispute Assessment Evaluator may contact the Court and request that the non-paying party be directed to pay in order to continue the evaluation in a timely fashion.

If the Dispute Assessment Evaluator determines that one of the parties is using his/her services unnecessarily and is thereby causing greater expense for the other party as a result thereof, the Dispute Assessment Evaluator may recommend to the Court a different allocation for payment of fees.

CONFIDENTIALITY

There is **no confidentiality** relating to the parties' communications with/to the Dispute Assessment Evaluator or concerning the Dispute Assessment Evaluator's activities, treatment, referrals, data collection or recommendations. This court order constitutes a complete waiver of doctor-patient privilege, as the Dispute Assessment Evaluator is appointed as the court's expert. Additional rules applicable to the Dispute Assessment Evaluator may be ordered by the Court from time to time.

THE DISPUTE ASSESSMENT EVALUATOR REPORT

The report of the Dispute Assessment Evaluator may be received in evidence without the necessity of any foundation and without the objection to hearsay statements contained therein or any other objection. It is agreed that the report shall be delivered to the Court, the parties and counsel, unless otherwise ordered by the Court. Upon delivery of the report, the evaluator shall be discharged of his evaluative duties. Any further data collection shall be executed only via court order.

IT IS FURTHER ORDERED that by the signing of this minute entry, it shall become a formal Order of this Court without further notice to the parties, pursuant to Rule 54, Arizona Rules of Civil Procedure.

Date

Judge of the Superior Court

ORDER APPOINTING COURT-APPOINTED CHILD FORENSIC INTERVIEWER

IT IS ORDERED *Psychologist Information* to conduct an interview of the above named child or teen within 14 days of receipt of this court order. The parties are to present their child or teen at the date and time determined by the interviewer. The interviewer will conduct a videotaped interview of the child or teen and make copies available to counsel and the court within 21 days. The attorneys may request that the videotape be transcribed, counsel or pro per litigants shall pay all fees for transcription.

Counsel for the parties, or parties if pro per, shall make the initial contact with the examiner through joint conference or conference call within 48 hours of receipt of this order and thereafter shall arrange for the appointments for the persons to be examined.

The initial conference with the expert shall be used to summarize the issues present in the case and to allow the expert to request information he or she believes would be pertinent. The acceptance of this appointment by the evaluator indicates a capability of completing a written report by < date > and the ability to appear in court on the stated issue. If the expert appointed cannot comply with the time parameters stated, he or she shall notify counsel or the court immediately upon receipt of this minute entry.

THE AUTHORITY OF THE COURT-APPOINTED CHILD FORENSIC INTERVIEWER

The Court-appointed Child Forensic Interviewer shall have the following rights and authority with regard to the minor children and family members:

The Court-appointed Child Forensic Interviewer shall serve as an expert for the court in order to provide data and opinions relevant to the care of, custody of and access to the minor children in this case pursuant to applicable Arizona Statutes and case law. The Court-appointed Child Forensic Interviewer shall have the authority to assess, intervene, educate and refer for treatment as deemed necessary by the expert. A written report shall be offered by the expert on an as needed basis.

The Court-appointed Child Forensic Interviewer shall have: (a) Reasonable access to the children and family members with 24-hour notice and (b) Reasonable access to all treating clinicians, medical doctors, educators, day care providers, and health care professionals with 24-hour notice. The Court-appointed Child Forensic Interviewer shall be *promptly* provided all records, reports, and documents requested and shall receive the cooperation of all parties and counsel involved to ensure that the report is submitted on the date requested. This Stipulation shall act as a release by the parties of all information requested by the Court-appointed Child Forensic Interviewer and shall further obligate the parties for any costs associated with the production of those records to the Court-appointed Child Forensic Interviewer. Any such costs shall be paid promptly and by the party/parties as outlined in this order. The Court-appointed Child Forensic Interviewer may request that the parties and/or children participate in adjunct services, to be provided by third parties, including but not limited to physical or psychological

examinations, assessment, psychotherapy, co-parenting work, or alcohol and drug monitoring/testing. The Court shall allocate between the parties the cost of any adjunct service.

The Court-appointed Child Forensic Interviewer may communicate ex-parte with the Court regarding procedural issues. The Court may order additional rules applicable to the Court-appointed Child Forensic Interviewer from time to time. The Court-appointed Child Forensic Interviewer may seek guidance from the Court in order to achieve clarity with regard to the procedural aspects of the interview should disputes arise. If the litigant[s] is/are Pro Per, the Court-appointed Child Forensic Interviewer may communicate with the judge regarding how to proceed.

The attorneys may not engage in ex-parte communications regarding substantive issues with the Court-appointed Child Forensic Interviewer but rather communications shall be conducted personally or through conference calls, unless otherwise determined by the court. Procedural issues and scheduling may be discussed at the discretion of the Court-appointed Child Forensic Interviewer. The Court-appointed Child Forensic Interviewer may choose to communicate with counsel about procedural issues and may refrain from discussing material originating in the sessions at his/her discretion.

Although the Court-appointed Child Forensic Interviewer will espouse collegial inter-professional relations with counsel, the Court-appointed Child Forensic Interviewer does not have to report to the attorneys and any threats or intimidation by counsel or the parties toward the interviewer shall be promptly reported to the court.

No other clinicians (therapists, psychologists, social workers) are to work on this case during the course of the evaluation without the consent or authorization of the Court-appointed Child Forensic Interviewer, unless otherwise authorized by court order.

All information gathered for the pending legal proceeding is restricted for use by the Family Court, neither the parties nor their representatives (to include friends and family members) may disseminate the report, testimony or transcripts to any other source without a court order authorizing release of information.

INFORMATION AND RECORDS

The Court-appointed Child Forensic Interviewer shall be provided copies of all minute entries, orders and pleadings filed in this case.

The Court-appointed Child Forensic Interviewer shall also have access to:

- [i] All therapists of the children and parties;
- [ii] All school and medical records of the children and parties;

- [iii] Any and all psychological testing or evaluations performed on the children or the parties (if the Court-appointed Child Forensic Interviewer is qualified in test interpretation);
- [iv] Any and all teachers/child care providers for the children.
- [v] Any and all additional records the Court-appointed Child Forensic Interviewer deems necessary and relevant to the evaluation.

At the request of the Court-appointed Child Forensic Interviewer, each party shall execute any and all releases or consents necessary so as to authorize the Court-appointed Child Forensic Interviewer's access to the information contemplated herein above.

The Court-appointed Child Forensic Interviewer may seek information and records that are the result of a privileged relationship. The Court-appointed Child Forensic Interviewer shall request only the records and information that are necessary and pertinent to further the purpose of investigation in this case. The possessor of the records and information will release relevant information in an effort to retain the integrity of the privileged relationship, yet cooperate with the requests of the Court-appointed Child Forensic Interviewer in this case.

APPEARANCES

Each party reserves the right to call the Court-appointed Child Forensic Interviewer as a witness. If only one party believes that the Court-appointed Child Forensic Interviewer's testimony is necessary in addition to her written report, that party shall be responsible for 100% of the costs incurred in connection with the Court-appointed Child Forensic Interviewer testifying during the hearing.

The Court-appointed Child Forensic Interviewer may appear and may be available to testify at any court hearing upon reasonable notice to the Court-appointed Child Forensic Interviewer, the Court, and the opposing party, regarding any issue addressed by the Court-appointed Child Forensic Interviewer.

The parties' attorneys are responsible for notifying the Interviewer of any changes the attorneys make in the originally scheduled hearing date. If, due to extenuating circumstances, the clinician is unable to provide a written report prior to the scheduled hearing, the clinician will notify the attorneys and the court, specifying when the report shall be completed.

If transcripts, tape recordings or videotapes have been made of any portions of the Court-appointed Child Forensic Interviewer's proceedings, they shall be submitted to the Court. There will be no videotaping or audiotaping of the Court-appointed Child Forensic Interviewer, the child or the parties without the written consent of the Court-appointed Child Forensic Interviewer.

FEES

Each party shall be responsible for paying one-half of the fees charged by the examiner, unless otherwise specified by order of the Court. Fees of \$xx per hour shall be made payable by a \$xxxx retainer at the time of the first appointment or as directed by the Court-appointed Child Forensic Interviewer. In the event any person (including the child/children) fails to appear at the time of the appointment, the Court-appointed Child Forensic Interviewer will determine which party is responsible for the missed appointment. The party responsible for the missed appointment shall be obligated to pay for the missed appointment in the event a charge is made for such missed appointment. Fees for deposition and testimony shall be paid at a rate of \$xx.00 per hour, paid seven days in advance by retainer.

If the Court-appointed Child Forensic Interviewer's fee policies include the payment of a retainer, said retainer should be paid by responsible party/parties as determined by the fee pay structure outlined within this order, prior to the first appointment. Payment thereafter should be made in accordance with the Court-appointed Child Forensic Interviewer's fee procedures. If at any point a party has not abided by the Court-appointed Child Forensic Interviewer's payment procedures, the Court-appointed Child Forensic Interviewer may contact the Court and request that the non-paying party be directed to pay in order to continue the evaluation in a timely fashion.

If the Court-appointed Child Forensic Interviewer determines that one of the parties is using his/her services unnecessarily and is thereby causing greater expense for the other party as a result thereof, the Court-appointed Child Forensic Interviewer may recommend to the Court a different allocation for payment of fees.

IMMUNITY

The Court-appointed Child Forensic Interviewer shall act in the capacity of a special master in his/her capacity pursuant to this Order, and as such, the Court-appointed Child Forensic Interviewer is cloaked with applicable judicial immunity consistent with Arizona case law applicable to quasi-judicial officers of the Court as to all actions undertaken pursuant to the Court appointment and this Order. Any alleged impropriety or unethical conduct by the Court-appointed Child Forensic Interviewer shall be brought to the attention of the Court in writing, prior to the submission of such complaints to any administrative bodies. Professional conduct within the scope of this court order shall not be deemed unprofessional conduct by the court or any administrative body.

CONFIDENTIALITY

There is **no confidentiality** relating to the parties' communications with/to the Court-appointed Child Forensic Interviewer or concerning the Court-appointed Child Forensic Interviewer's activities, referrals, data collection or recommendations. This court order constitutes a complete waiver of doctor-patient privilege, as the Court-appointed Child Forensic Interviewer is appointed as the court's expert. Additional rules applicable to the Court-appointed Child Forensic Interviewer may be ordered by the Court from time to time.

THE REPORT OF THE INTERVIEW

If a report, is necessary, the report of the Court-appointed Child Forensic Interviewer may be received in evidence without the necessity of any foundation and without the objection to hearsay statements contained therein or any other objection. It is agreed that the report shall be delivered to the Court and counsel, unless the Court-appointed Child Forensic Interviewer asserts extraordinary extenuating circumstances, including but not limited to imminent life threat or the potential for serious harm to a person related to the case. In that instance, the Court shall make a ruling regarding dissemination.

ROLE OF THE PARTIES

The parties shall be responsible for the following:

1. Presenting on time as requested to all appointments;
2. Following any behavioral expectations outlined in the court order;
3. Following the behavioral expectations outlined by the Court-appointed Child Forensic Interviewer during the course of the work;
4. Providing all requested data in a timely manner;
5. Providing the Court-appointed Child Forensic Interviewer with any legal, medical, scholastic and psychological records relevant to the case, upon the request of the Court-appointed Child Forensic Interviewer.

The parties shall keep the Court-appointed Child Forensic Interviewer advised of their and the child(ren)'s addresses, telephone numbers for home, work and school, mailing address if different than the living address, as well as any other pertinent information. This information shall be immediately communicated in writing to the Court-appointed Child Forensic Interviewer.

IT IS FURTHER ORDERED that by the signing of this minute entry, it shall become a formal Order of this Court without further notice to the parties, pursuant to Rule 54, Arizona Rules of Civil Procedure.

Date

Judge of the Superior Court

ORDER APPOINTING A THERAPEUTIC INTERVENTIONIST²
Reunification Clinician

1. Upon stipulation of the parties, a Therapeutic Interventionist (TI) is appointed pursuant to Arizona Revised Statutes Section 25-405 - Interviews by court; professional assistance:

A. The court may interview the child in chambers to ascertain the child's wishes as to his custodian and as to visitation.

B. The court may seek the advice of professional personnel, whether or not employed by the court on a regular basis. The advice given shall be in writing and shall be made available by the court to counsel, upon request, under such terms as the court determines. Counsel may examine as a witness any professional personnel consulted by the court, unless such right is waived.

The Therapeutic Interventionist shall serve pursuant to applicable case law, rules of court, local rules, domestic relations rules, rules of civil procedure, uniform rules, and with behavior consistent with the Ethical Standards of the American Psychological Association.

It is understood that Therapeutic Reunification is an intervention aimed at supporting a renewed relationship, usually between a parent or caretaker and a child. The intervention is typically designed for cases of polarization or estrangement. Yet is useful in a broad array of family law circumstances. Therapeutic Intervention is generally ordered to reunify parent with children or siblings with one another.

TERM

The Therapeutic Interventionist is appointed for a term of 12 months subject to (1) reappointment at the expiration thereof upon the Court's own motion, the request of the Therapeutic Interventionist or motion of either party; or (2) earlier removal by court order based upon motion showing good cause, stipulation of the parties, or resignation by the Therapeutic Interventionist. Sixty (60) days prior to the expiration of this appointment, the Therapeutic Interventionist shall submit to the Court and parties or their counsel, if represented, a summary of the history of the services rendered, compliance by the parties, recommendations made, and any recommendations for future involvement of the Therapeutic Interventionist.

² The Honorable Toby Maureen Gerst was instrumental in the development of the third version of this court order.

ROLE OF THE THERAPEUTIC INTERVENTIONIST

IT IS ORDERED *appointing [Therapeutic Interventionist's name, phone # and address]* in the following role to perform the following functions:

Therapeutic Reunification Clinician

In this role, the interventionist may serve as follows:

1. Provide rehabilitation of a relationship between identified family members.
2. Identify, establish and communicate clear boundaries, behavioral expectations, and rules, in order to enhance safety and health in the family.
3. Make referrals for therapy as appropriate for containment of psychological or behavioral issues regarding the parents or children as needed.
4. Report child maltreatment pursuant to applicable child abuse reporting statutes.
5. Facilitate the development of, or implement a court-ordered, child-focused, schedule for access.
6. Facilitate conflict resolution.
7. Provide education and support to obviate re-litigation.
8. Assist family members in establishing:
 - a. Rules for healthy interaction with each other;
 - b. Rules for safe touch;
 - c. Rules for appropriate child discipline;
 - d. Rules for establishing appropriate behavioral limits;
 - e. Rules for family boundaries;
 - f. Rules for what is discussed in telephone contacts between parents and children;
 - g. Rules for behavior at exchanges;
 - h. Rules regarding who is present at exchanges and access.

THE AUTHORITY OF THE THERAPEUTIC INTERVENTIONIST

The Therapeutic Interventionist shall have the following rights and authority with regard to the minor children and family members:

The Therapeutic Interventionist shall serve as an expert for the court in order to provide data and opinions relevant to the care of, custody of and access to the minor children in this case pursuant to applicable Arizona Statutes and case law. The Therapeutic Interventionist shall have the authority to assess, intervene, educate and refer for treatment as deemed necessary by the expert.

The Therapeutic Interventionist shall have: (a) Reasonable access to the children and family members with 24-hour notice and (b) Reasonable access to all treating clinicians, medical doctors, educators, day care providers, and health care professionals with 24-hour notice. The parties shall immediately comply with any requests by the Expert for documentation or further evaluation such as random drug testing through TASC, substance use assessment by a licensed medical doctor, or any other form of assessment unless otherwise instructed via court order.

In addition, the Therapeutic Interventionist shall be *promptly* provided all records, reports, and documents requested and shall receive the cooperation of all parties and counsel involved to ensure that the report is submitted on the date requested. This Stipulation shall act as a release by the parties of all information requested by the Therapeutic Interventionist and shall further obligate the parties for any costs associated with the production of those records to the Therapeutic Interventionist. Any such costs shall be paid promptly and by the party/parties as outlined in this order.

The Therapeutic Interventionist may request that the parties and/or children participate in adjunct services, to be provided by third parties, including but not limited to physical or psychological examinations, assessment, psychotherapy, co-parenting work, or alcohol and drug monitoring/testing. The Court shall allocate between the parties the cost of any adjunct service.

The Therapeutic Interventionist may communicate ex-parte with the Court regarding procedural issues. The Court may order additional rules applicable to the Therapeutic Interventionist from time to time.

The Therapeutic Interventionist may seek guidance from the Court in order to achieve clarity with regard to the procedural aspects of the intervention should disputes arise. If the litigant[s] is/are Pro Per, the Therapeutic Interventionist may communicate with the judge regarding how to proceed.

The attorneys may not engage in ex-parte communications regarding substantive issues with the Therapeutic Interventionist but rather communications shall be conducted personally or through conference calls, unless otherwise determined by the court. Procedural issues and scheduling may be discussed at the discretion of the Therapeutic Interventionist. The Therapeutic Interventionist may choose to communicate with counsel about procedural issues and may refrain from discussing material originating in the intervention sessions at his/her discretion.

No other clinicians (therapists, psychologists, social workers) are to work on this case during the course of the evaluation without the consent or authorization of the Interventionist, unless otherwise authorized by court order.

All information gathered for the pending legal proceeding is restricted for use by the Family Court, neither the parties nor their representatives (to include friends and family members) may disseminate the report, testimony or transcripts to any other source without a court order authorizing release of information.

Although the Therapeutic Interventionist will espouse collegial inter-professional relations with counsel, the Therapeutic Interventionist does not have to report to the attorneys and any threats or intimidation by counsel or the parties toward the interventionist shall be promptly reported to the court.

The Therapeutic Interventionist has the authority to make recommendations regarding implementation, clarification, amendment and enforcement of any temporary or permanent treatment or reunification orders of the court. Such recommendations are made in writing and copied to counsel or the parties. The Therapeutic Interventionist may report non-compliance by either party or family member and may recommend appropriate sanctions for such behavior.

INFORMATION AND RECORDS

The Therapeutic Interventionist shall be provided copies of all minute entries, orders and pleadings filed in this case.

The Therapeutic Interventionist shall have access to:

- [i] All therapists of the children and parties;
- [ii] All school and medical records of the children and parties;
- [iii] Any and all psychological testing or evaluations performed on the children or the parties (if the Therapeutic Interventionist is qualified in test interpretation);
- [iv] Any and all teachers/child care providers for the children.
- [v] Any and all additional records the Therapeutic Interventionist deems necessary and relevant to the evaluation.

At the request of the Therapeutic Interventionist, each party shall execute any and all releases or consents necessary so as to authorize the Therapeutic Interventionist's access to the information contemplated herein above.

The Therapeutic Interventionist may seek information and records that are the result of a privileged relationship. The Therapeutic Interventionist shall request only the records and information that are necessary and pertinent to further the purpose of this case stabilization. The

possessor of the records and information will release relevant information in an effort to retain the integrity of the privileged relationship, yet cooperate with the needs of the Therapeutic Interventionist for this case stabilization.

The Therapeutic Interventionist is authorized to interview and treat the parties or child in any combination, whether initiated by the Therapeutic Interventionist or either party. If either party provides data to the Therapeutic Interventionist, the giving party shall provide the documentation or writing given to the Therapeutic Interventionist to the opposing party and counsel (if any) simultaneous to providing it to the Therapeutic Interventionist.

The Therapeutic Interventionist has the right to determine, in his or her professional opinion, the information that he or she deems significant and relevant to the legal matter and the procedures necessary to obtain that information.

The Therapeutic Interventionist is permitted to consult with or exchange information with professionals and other collateral informants he or she deems appropriate in conducting this intervention and preparing any said report.

CONFIDENTIALITY

There is **no confidentiality** relating to the parties' communications with/to the Therapeutic Interventionist or concerning the Therapeutic Interventionist's activities, treatment, referrals, data collection or recommendations. This court order constitutes a complete waiver of doctor-patient privilege, as the Therapeutic Interventionist is appointed as the court's expert. Additional rules applicable to the Therapeutic Interventionist may be ordered by the Court from time to time.

APPEARANCES

Each party reserves the right to call the Therapeutic Interventionist as a witness. If only one party believes that the Therapeutic Interventionist's testimony is necessary in addition to her written report, that party shall be responsible for 100% of the costs incurred in connection with the Therapeutic Interventionist testifying during the hearing.

The Therapeutic Interventionist may appear and may be available to testify at any court hearing upon reasonable notice to the Therapeutic Interventionist, the Court, and the opposing party, regarding any issue addressed by the Therapeutic Interventionist.

The parties' attorneys are responsible for notifying the Therapeutic Interventionist of any changes the attorneys make in the originally scheduled hearing date. If, due to extenuating circumstances, the clinician is unable to provide a written report prior to the scheduled hearing, the clinician will notify the attorneys and the court, specifying when the report shall be completed.

If transcripts, tape recordings or videotapes have been made of any portions of the Therapeutic Interventionist's proceedings, they shall be submitted to the Court. There will be no videotaping or audiotaping of the Therapeutic Interventionist, the child or the parties without the written consent of the Therapeutic Interventionist.

IMMUNITY

The Therapeutic Interventionist shall act in the capacity of a special master in his/her capacity pursuant to this Order, and as such, the Therapeutic Interventionist is cloaked with applicable judicial immunity consistent with Arizona case law applicable to quasi-judicial officers of the Court as to all actions undertaken pursuant to the Court appointment and this Order. Any alleged impropriety or unethical conduct by the Therapeutic Interventionist shall be brought to the attention of the Court in writing, prior to the submission of such complaints to any administrative bodies. Professional conduct within the scope of this court order shall not be deemed unprofessional conduct by the court or any administrative body.

FEES

IT IS FURTHER ORDERED the _____ shall be responsible for and pay _____% of the Therapeutic Interventionist's fees and the _____ shall be responsible for and pay _____% of the Therapeutic Interventionist's fees, until further order of the Court. All fees shall be paid in advance as determined by the Therapeutic Interventionist. The Therapeutic Interventionist shall keep accurate records of services rendered and fees paid by each party.

If the Therapeutic Interventionist's fee policies include the payment of a retainer, said retainer should be paid by responsible party/parties prior to the first appointment. Payment thereafter should be made in accordance with the Therapeutic Interventionist's fee procedures. If at any point a party has not abided by the Therapeutic Interventionist's payment procedures, the Therapeutic Interventionist may contact the Court and request that the non-paying party be directed to pay in order to continue the treatment in a timely fashion.

Should the Therapeutic Interventionist determine that one of the parties is using his/her services unnecessarily and is thereby causing greater expense for the other party as a result thereof, the Therapeutic Interventionist may recommend to the Court a different allocation for payment of fees.

Payment of all fees to the Interventionist may be requested by the clinician in full prior to completion of the report, if there is any cause for concern regarding non-payment of fees in this case.

The fees ordered to be paid to the Therapeutic Interventionist hereunder are considered to be in the nature of and enforceable as child support and are endorsed as an adjustment within the guidelines as more clearly set forth in the parent's worksheet for child support.

THE THERAPEUTIC INTERVENTIONIST REPORT

The Therapeutic Interventionist shall provide brief 90-day intervention summaries to the court. Copies are to be provided to the parties or counsel.

The report of the Therapeutic Interventionist may be received in evidence without the necessity of any foundation and without the objection to hearsay statements contained therein or any other objection. It is agreed that the report shall be delivered to the Court and counsel, unless the Therapeutic Interventionist asserts extraordinary extenuating circumstances, including but not limited to imminent life threat or the potential for serious harm to a person related to the case. In that instance, the Court shall make a ruling regarding dissemination.

ROLE OF THE PARTIES

The parties shall be responsible for the following:

1. Keep the Therapeutic Interventionist informed of concerns;
2. Meet the behavioral expectations outlined in the court order;
1. Meet the behavioral expectations outlined by the Therapeutic Interventionist during the course of the work;
2. Promote a healthy relationship between their children and the other parent;
3. Work toward fostering healthy familial relationships;
4. Provide the Therapeutic Interventionist with any legal, medical, scholastic and psychological records relevant to the case, upon the request of the Therapeutic Interventionist.
5. Provide the clinician with notice of all judicial proceedings affecting the children or the intervention process.

The parties shall keep the Therapeutic Interventionist advised of their and the child(ren)'s addresses, telephone numbers for home, work and school, mailing address if different than the living address, as well as any other pertinent information. This information shall be immediately communicated in writing to the Therapeutic Interventionist.

The court finds good cause to waive the requirements of Rule 58 (d) the signing of this minute entry constitutes an enforceable order of the court.

Date

Judge of the Superior Court

**ORDER APPOINTING
A FORENSICALLY INFORMED TREATMENT CLINICIAN³**

IT IS ORDERED *appointing [Forensically Informed Treatment Clinician's name, phone # and address]* to conduct an Forensically Informed Treatment of the above named family and their respective children for the next 45 days. The Forensically Informed Treatment Clinician shall provide counseling services based on his or her training, expertise and experience. Treatment goals shall be identified in writing and brief 90-day treatment summaries shall be provided to the court and to the parents.

It is understood that *Forensically Informed Treatment is designed as court-ordered psychotherapy for a child or children, in which the administrative procedures and methodology address maintaining privacy for a child or children in the therapeutic relationship.*

AUTHORITY

Upon stipulation of the parties, or via determination by the court, a Forensically Informed Treating Clinician is appointed pursuant to Arizona Revised Statutes Section 25-405 - Interviews by court; professional assistance:

The court may seek the advice of Forensically Informed Treatment Clinician, whether or not employed by the court on a regular basis. The advice given shall be in writing and shall be made available by the court to counsel, upon request, under such terms as the court determines. Counsel may examine as a witness any Forensically Informed Treatment Clinician consulted by the court, unless such right is waived.

The Forensically Informed Treatment Clinician shall serve pursuant to applicable case law, rules of court, local rules, domestic relations rules, rules of civil procedure, uniform rules, and with behavior consistent with the Ethical Standards of the American Psychological Association.

No other clinicians shall evaluate or treat the children without the express written consent or referral by the Forensically Informed Clinician, or by order of the Court.

TERM

The Forensically Informed Treatment Clinician is appointed for a term of 12 months subject to (1) reappointment at the expiration thereof upon the Court's own motion, the request of the Forensically Informed Treatment Clinician or motion of either party; or (2) earlier removal by court order may be based upon motion showing good cause, stipulation of the parties, or resignation by the Forensically Informed Treatment Clinician.

³ See Markan, L. K. & Perrin, G. (1998). SERVING CHILDREN: OBTAINING CONSENT TO TREAT, EVALUATE, OR DISCLOSE CONFIDENTIAL INFORMATION (Professional Practice Bulletin), Arizona Psychological Association.

REPORT

Sixty (60) days prior to the expiration of this appointment, the Forensically Informed Treatment Clinician shall submit to the Court and parties or their counsel, if represented, a summary of the history of the services rendered, compliance by the parties, any recommendations made, and any recommendations for future involvement of the Forensically Informed Treating Clinician.

CONFIDENTIALITY

There is **limited confidentiality** relating to the parties' communications with/to the Forensically Informed Treatment Clinician or concerning the Forensically Informed Treatment Clinician's activities, treatment, referrals, data collection or recommendations. The Forensically Informed Treatment Clinician shall maintain the privacy of the children, in as much is needed, to secure a sense of psychological safety for the child or children. Information will be shared with the parents as needed in order to enhance therapeutic goals. Information may be withheld from the parents as well, with the understanding that intrusion, poor boundaries or secondary agendas may be potentially harmful to the children. Overall, the child or children's best interests, as determined by the Forensically Informed Treatment Clinician, will be the prevailing interest.

This court order constitutes a complete waiver of doctor-patient privilege, as the Forensically Informed Treatment Clinician is appointed as the court's expert. Thus, the Forensically Informed Treating Clinician may have access to any previous psychiatric or psychological treatment records of the children or parties. The Court may order additional rules applicable to the Forensically Informed Treating Clinician from time to time.

The Forensically Informed Treating Clinician has the right to determine, in his or her professional opinion, the information that he or she deems significant and relevant to the legal matter and the procedures necessary to obtain that information.

The Forensically Informed Treating Clinician is permitted to consult with or exchange information with professionals and other collateral informants he or she deems appropriate in conducting this treatment.

IMMUNITY

The Forensically Informed Treatment Clinician shall act in the capacity of a special master in his/her capacity pursuant to this Order, and as such, the Forensically Informed Treatment Clinician is cloaked with applicable judicial immunity consistent with Arizona case law applicable to quasi-judicial officers of the Court as to all actions undertaken pursuant to the Court appointment and this Order. Any alleged impropriety or unethical conduct by the Forensically Informed Treatment Clinician shall be brought to the attention of the Court in writing, prior to the submission of such complaints to any administrative bodies. Professional

conduct within the scope of this court order shall not be deemed unprofessional conduct by the court or any administrative body.

FEES

IT IS FURTHER ORDERED the _____ shall be responsible for and pay _____% of the Forensically Informed Treatment Clinician's fees and the _____ shall be responsible for and pay _____% of the Forensically Informed Treatment Clinician's fees, until further order of the Court. All fees shall be paid in advance as determined by the Forensically Informed Treatment Clinician. The Forensically Informed Treatment Clinician shall keep accurate records of services rendered and fees paid by each party.

If the Forensically Informed Treatment Clinician's fee policies include the payment of a retainer, said retainer should be paid by responsible party/parties prior to the first appointment. Payment thereafter should be made in accordance with the Forensically Informed Treatment Clinician's fee procedures. If at any point a party has not abided by the Forensically Informed Treatment Clinician's payment procedures, the Forensically Informed Treatment Clinician may contact the Court and request that the non-paying party be directed to pay in order to continue the treatment in a timely fashion.

Should the Forensically Informed Treatment Clinician determine that one of the parties is using his/her services unnecessarily and is thereby causing greater expense for the other party as a result thereof, the Forensically Informed Treatment Clinician may recommend to the Court a different allocation for payment of fees.

The fees ordered to be paid to the Forensically Informed Treatment Clinician hereunder are considered to be in the nature of and enforceable as child support and are endorsed as an adjustment within the guidelines as more clearly set forth in the parent's worksheet for child support.

Payment of all fees to the Forensically Informed Treatment Clinician may be requested by the clinician in full prior to completion of the report, if there is any cause for concern regarding non-payment of fees in this case.

ROLE OF THE PARTIES

The parents consent to allow this therapy to proceed without interfering with the integrity of the treatment. The parents agree to participate in the therapy as requested by the therapist, include children in therapy upon the request of the clinician and agree to follow-through with referrals as made by the therapist.

The parents agree not to subpoena the Forensically Informed Treatment Clinician or otherwise secure his or her records, so that the child (ren) may have a suitable setting to explore

therapeutic material designed to enhance growth and to ameliorate symptoms, without parental interference.

It is preferable that the parents alternate bringing the child (ren) to treatment on a weekly or bi-weekly basis, as designated by the therapist. The child or children are to be allocated the majority of the session with parental involvement as instructed by the clinician.

The court finds good cause to waive the requirements of Rule 58 (d) the signing of this minute entry constitutes an enforceable order of the court.

Date

Judge of the Superior Court

ORDER OF APPOINTMENT OF FAMILY COURT ADVISOR

(1) APPOINTMENT OF FAMILY COURT ADVISOR

The Court has considered (sua sponte) (the Motion for) (the stipulation for) the Appointment of a Family Court Advisor. The Court finds that the issues involving custody, visitation and family economics involve complex family dynamics problems. These issues often require speedy resolution and involve the consideration of mental health and economic issues crucial to the protection of the best interests of the minor child(ren).

IT IS ORDERED pursuant to A.R.S. 25-405 NAME AND ADDRESS as the Family Court Advisor in this case, with authority as provided in this Order.

The Family Court Advisor is appointed for a term of 24 months subject to (1) reappointment at the expiration thereof upon the Court's own motion, the request of the Family Court Advisor or motion of either party; or (2) earlier removal by court order based upon motion showing good cause, stipulation of the parties, or resignation by the Family Court Advisor. Sixty (60) days prior to the expiration of this appointment, the Family Court Advisor shall submit to the Court and parties or their counsel if represented a summary of the history of the services rendered, decisions reached, recommendations made, and any recommendations for future involvement of the Family Court Advisor.

(2) FAMILY COURT ADVISOR AUTHORITY

IT IS FURTHER ORDERED that the Family Court Advisor is authorized, subject to the provisions of paragraph 6 of this Order, to make recommendations regarding implementation, clarification, and enforcement of any temporary or permanent custody or visitation/access orders of the Court. The Family Court Advisor is not authorized absent specific order of the court to investigate or make recommendations regarding substantial changes to existing custody orders,

such as modification of legal custody, relocation of the child/children, alteration of existing access schedules which substantially changes the access time of either parent. All substantial decisions regarding custody and access will be the purview of the Court.

The scope of the authority of the Family Court Advisor shall be:

(a) to make recommendations to the Court regarding all current and future disputes arising under or as a result of the custody or visitation/access order as to the minor children, including by way of example only, disputes over: schooling, daycare or baby-sitting, medical and/or psychological care, activities of the child, discipline, daily routine, transportation, visitation exchanges, vacation and holiday scheduling, any other "parenting-type" issues, and any issue as the Court may from time to time direct; and/or

(b) resolve/decide any issue within the scope of authority of the Family Court Advisor by any dispute-resolution method which may be agreed to by the parties.

The Family Court Advisor shall formulate recommendations based upon what is in the children's best interests.

The Family Court Advisor may interview all members of the immediate or extended family of both parties at the discretion of the Family Court Advisor.

The Family Court Advisor may interview and request the participation of any and all persons who the Family Court Advisor deems to have relevant information or to be useful participants.

The Family Court Advisor may request that the Court order the parties and/or children to participate in adjunct services, to be provided by third parties, including but not limited to physical or psychological examinations and assessments and psychotherapy, alcohol and drug monitoring/testing. The Court shall allocate between the parties the cost of any adjunct service.

The court recognizes that occasionally circumstances and parenting issues arise in the normal daily functioning of the family, in which time sensitive decisions must be made to assist the family and ensure consistency, continuity and speedy dispute resolution for the welfare of the children and parents. Such circumstances sometimes require immediate action and resolution because of the short-term nature of the issue and potential for disruption of the child's life and harm to the child's best interests, both short-term and long-term, if the issue or dispute is not resolved immediately.

In such an instance, and within the purview of the authority of the Family Court Advisor, the FCA may communicate with the assigned judge in writing with a copy to the parents and counsel, his or her recommendations to the Court, and if the Court makes such an interim order,

the FCA has the authority to immediately communicate the same to the parties on behalf of the court. Thereafter, the procedures set forth in Paragraph 6(c) hereof shall apply.

Provided however, should the assigned judge not be immediately available for a conference or a hearing, the FCA has the authority to make a binding decision, applicable only for each short-term, emergent, nonrecurring situation or dispute, which would be made without prejudice as to the future action or procedure for any other dispute.

For purposes of example only, and not by limitation, such time-sensitive, emergent situations might be: Temporarily changing exchange day, time or place; Attendance at or participation in a special event or occasion by the parent or child; a special nonrecurring need of the child or parent.

The FCA shall document in writing all of the facts, procedures, implementation, and decisions made regarding each specific circumstance.

The foregoing authority and procedure is implemented as an exception to the procedures set forth in section 5 of this order, based upon the best interests of the children covered in this order.

(3) AUTHORITY OF FAMILY COURT ADVISOR RE: THE CHILDREN

The Family Court Advisor shall have the following rights and authority with regard to the minor children:

- (a) Reasonable access to the children with reasonable notice;
- (b) Reasonable notice of any and all judicial proceedings including requests for any examination affecting the children and shall be provided copies of all orders and pleadings filed in this case;
- (c) The Family Court Advisor shall have access to:
 - [i] all therapists of the children;
 - [ii] all school and medical records of the children;
 - [iii] any and all psychological testings or evaluations performed on the children or the parents;
 - [iv] any and all teachers/child care provider for the children.
- (d) The Family Court Advisor is authorized to interview the parties or child in any combination, whether initiated by the Family Court Advisor or either party. If either party

contacts in writing the Family Court Advisor, the documentation or writing given to the Family Court Advisor shall be provided to the opposing party and counsel (if any) simultaneous to providing it to the Family Court Advisor.

(e) At the request of the Family Court Advisor, each party shall execute any and all releases or consents necessary so as to authorize the Family Court Advisor's access to the information contemplated herein above. No other clinicians (therapists, psychologists, social workers) are to work on this case without the consent or authorization of the Family Court Advisor.

(4) CONFIDENTIALITY

There is no confidentiality relating to the parties' communications with/to the Family Court Advisor or concerning the Family Court Advisor's activities or recommendations.

(5) PROCEDURE

IT IS FURTHER ORDERED that proceedings before the Family Court Advisor shall be conducted in accordance with the following procedures.

(a) Either party, the Family Court Advisor or the Court may initiate proceedings before the Family Court Advisor. Both parties shall participate in the dispute resolution processes defined by the Family Court Advisor.

(b) Once proceedings are initiated under (a) above, the Family Court Advisor shall determine, at his/her discretion, the sequence and frequency of meetings and who shall participate in any sessions/meetings. Notice may be made by mail to the last known address supplied to the Court or, if circumstances demand, the Family Court Advisor may notify the parties orally and make a notation of the date and time of the notification. The Family Court Advisor shall proceed with all reasonable diligence. If a party fails to appear at a time and place appointed, the Family Court Advisor may proceed at that time, or at the Family Court Advisor's discretion, continue the meeting to a future day with notice to the absent party.

(c) If either party fails to participate as requested by the Family Court Advisor, then in addition to all other remedies available under law, the Family Court Advisor may proceed and make recommendations regarding the dispute, if necessary, without the participation of such party.

(d) The Family Court Advisor is not required to make an audio record of the proceedings, however, any party, at their option and expense and upon reasonable notice, may make a record of any information offered. The Family Court Advisor, may, in his or her discretion, tape record or video record or otherwise preserve any information presented to the Family Court Advisor. Written documentation of all interventions and decision making will be

placed in the case file of the FCA. No audio or videotaping of the FCA or any parties to this case will take place without order of the court.

(e) The Family Court Advisor or the parties may request that the Court procure the attendance of witnesses for any proceedings conducted by the Family Court Advisor.

(f) The Family Court Advisor may request, with notice to the parties, the Court to issue subpoenas to require the appearance of any person within the jurisdiction of this Court and/or require the production of any documents within the jurisdiction of this Court or under the control of either party or their agents.

(g) If either or both parties are represented by counsel, there shall be no ex parte communications between the counsel and the FCA except if such communication relates solely to procedural matters.

(h) The Family Court Advisor may communicate ex-parte with the Court regarding procedural issues.

(i) Additional rules applicable to the Family Court Advisor may be ordered by the Court from time to time.

(6) RECOMMENDATIONS AND OBJECTIONS

(a) The Family Court Advisor may, in his or her discretion, submit draft recommendations to the parties or their counsel for the purpose of receiving their suggestions. The Family Court Advisor may, at his or her discretion, require the parties or their counsel to submit proposed draft recommendations to the Family Court Advisor.

(b) All final recommendations shall be submitted in minute entry format to the assigned division/judge and each party and counsel, if represented.

(c) The assigned division/judge shall review the recommendations from the Family Court Advisor, and thereafter, may enter an order/minute entry which,

[i] adopts or modifies the recommendations as an interim order of the Court, effective immediately, based upon the finding that circumstances exist making the immediate entry of the order necessary, which order shall become a final order on the 25th day following the date of the order, but which order shall not become a final order until so ordered by the Court if an interested party has filed a written objection to the order within 25 days after the date of the order;

[ii] adopts or modifies the recommendations, but which order shall not become effective until the 25th day following the date of the order, provided that no written objection to the order has been filed;

[iii] does not adopt or modify the recommendation and

- (a) makes other orders;
- (b) refers the matter back to the Family Court Advisor for further proceedings;
- (c) sets evidentiary hearing on the matter;

The original report, recommendation and order/minute entry will be routed to the legal file and copies mailed to all parties by the Clerk.

If an objection is filed, the Court will resolve the same by directing a response to the objection from the other party, holding a hearing or taking such other measures as are appropriate to the matter at issue. An objection does not stay an interim order unless the Court orders otherwise.

(7) APPEARANCES

(a) The Family Court Advisor may appear and shall be available to testify at any court hearing upon reasonable notice to the Family Court Advisor, the Court and the opposing party regarding any issue addressed by the Family Court Advisor.

(b) If transcripts, tape recordings or videotapes have been made of any portions of the Family Court Advisor proceedings, they shall be submitted to the Court.

(8) DISCLOSURES

The parties shall keep the Family Court Advisor advised of their and the child(ren)'s addresses, telephone numbers for home, work and school, mailing address if different than the living address, as well as any other pertinent information. This information shall be immediately communicated in writing to the Family Court Advisor.

(9) IMMUNITY

The Family Court Advisor acts as a quasi-judicial officer in his/her capacity pursuant to this Order, and as such, the Family Court Advisor has limited immunity consistent with Arizona case law applicable to quasi-judicial officers of the Court as to all actions undertaken pursuant to the Court appointment and this Order.

Any alleged impropriety or unethical conduct by the Family Court Advisor shall be brought to the attention of the Court in writing, prior to the submission of such complaints to any

administrative bodies. Professional conduct within the scope of this court order shall not be deemed unprofessional conduct by the court or any administrative body.

(10) FEES

IT IS FURTHER ORDERED the _____ shall be responsible for and pay _____% of the Family Court Advisor's fees and the _____ shall be responsible for and pay _____% of the Family Court Advisor's fees, until further order of the Court. All fees shall be paid in advance as determined by the Family Court Advisor. The Family Court Advisor shall keep accurate records of services rendered and fees paid by each party.

IT IS FURTHER ORDERED that should the Family Court Advisor determine that one of the parties is using his/her services unnecessarily and is thereby causing greater expense for the other party as a result thereof, the Family Court Advisor may recommend to the Court a different allocation for payment of fees.

IT IS FURTHER ORDERED that should the Family Court Advisor find any party is acting in bad faith, and/or not complying with the Court's orders, the Family Court Advisor may recommend that the party acting in bad faith pay or reimburse the other party's costs of services provided by the Family Court Advisor necessitated by the party acting in bad faith, and the Family Court Advisor may recommend additional sanctions which may include modifications of access and/or contempt proceedings.

IT IS FURTHER ORDERED that the fees ordered to be paid to the Family Court Advisor hereunder are considered to be in the nature of and enforceable as child support.

(11) All information gathered for the pending legal proceeding is restricted for use by the Family Court, neither the parties nor their representatives (to include friends and family members) may disseminate the report, testimony or transcripts to any other source without a court order authorizing release of information.

(12) THE COURT FINDS good cause to waive the requirements of Rule 58(d); the signing of this minute entry constitutes an enforceable order of the Court.

DATED this _____ day of _____, 19 ____.

THE HONORABLE
JUDGE OF THE SUPERIOR COURT